

EXHIBIT A

STATE OF TENNESSEE	COURT (Must be completed) <i>Circuit</i>	COUNTY (Must be completed) <i>McMinn</i>
SUMMONS		<i>54cc/</i> file no. <i>2010-CV-178</i> (Must be completed)
		division _____ (Large counties only)
Plaintiff (Name: First, Middle, Last) <i>Stacy Cronin</i>		Defendant (Name: First, Middle, Last) <i>Hartford Life and Accident Insurance Company</i>

TO: The Defendant Named Above

☐ [Alternative 1: residence address]

☐ [Alternative 2: employer's name and address]

☒ [Alternative 3: other suitable address]

*Hartford Life and Accident Insurance Company
by and through Commissioner of TN Department
of Commerce and Insurance Eric James Robertson
Parkway Suite 1400 Nashville TN 37243-1121*

You are hereby commanded to answer and make defense to a Complaint which has been filed in this case. Your defense to this Complaint must be filed in the office of the clerk of this court on or before 30 days after service of this Summons upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

WITNESSED and issued this 1st day of May
20 10

Rhonda Conlay, Circuit Court Clerk

Name and Title of Clerk

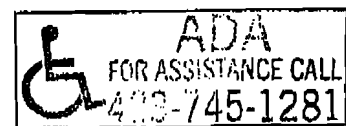
By

Juan Chism

Deputy Clerk

Received this _____ day
of _____, 20____

/s/



Deputy Sheriff

STATE OF TENNESSEE

COUNTY OF McMinn

I certify that the foregoing is a true and correct copy of the original Summons issued in this case.

Rhonda Corley, Circuit Court Clerk

Name and Title of Clerk

By

Gus O'Neil

Deputy Clerk

OFFICER'S RETURN

I certify that I have served this Summons together with the Complaint as follows:

On _____, 20____, I delivered a copy of the Summons and Complaint to the Defendant.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TN 37243-1131

May 24, 2010

FILED
10:30 A
MAY 27 2010
RHONDA J. COOLEY
CIRCUIT COURT CLERK
BY D.C.

Hartford Life & Accident Insurance Company
2908 Poston Avenue, % C S C
Nashville, TN 37203
NAIC # 70815

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7009 2820 0003 2647 1010
Cashier # 3297

Re: Stacy Cronin V. Hartford Life & Accident Insurance Company

Docket # 2010-Cv-178

To Whom It May Concern:

We are enclosing herewith a document that has been served on this department on your behalf in connection with the above-styled matter.

I hereby make oath that the attached Document was served on me on May 14, 2010 by Stacy Cronin pursuant to Tenn. Code Ann. § 56-2-504 or § 56-2-506. A copy of this document is being sent to the Circuit Court of Mc Minn County, TN.

Brenda C. Meade
Designated Agent
Service of Process

Enclosures

cc: Circuit Court Clerk
Mc Minn County
6 East Madison Avenue, Suite 301
Athens, Tn 37303

Service of Process 615.532.5260

STATE OF TENNESSEE	COURT (Must be completed) <i>Circuit</i>	COUNTY (Must be completed) <i>McMinn</i>
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		division _____ (Large counties only)
Plaintiff (Name: First, Middle, Last) <i>Stacy Cronin</i>		Defendant (Name: First, Middle, Last) <i>Hartford Life and Accident Insurance Company</i>

TO: The Defendant Named Above

☐ [Alternative 1: residence address]

☐ [Alternative 2: employer's name and address]

☒ [Alternative 3: other suitable address]

*Hartford Life and Accident Insurance Company
by and through Commissioner of TN Department
of Commerce and Insurance 500 James Robertson
Parkway, Suite 140 Nashville TN 37243-1121*

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- WITNESSED and issued this 1st day of May
20 10

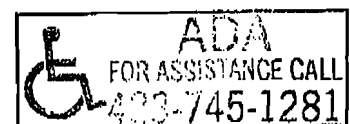
Rhonda Conley, Circuit Court Clerk

Name and Title of Clerk

By *Gwen Chesni*
Deputy Clerk

Received this _____ day
of _____, 20____

/s/



Deputy Sheriff

STATE OF TENNESSEE

COUNTY OF McMinn

I certify that the foregoing is a true and correct copy of the original Summons issued in this case.

Phonda Cooky, Circuit Court Clerk

Name and Title of Clerk

By

Gwen Chummi

Deputy Clerk

- OFFICER'S RETURN

I certify that I have served this Summons together with the Complaint as follows:

On _____, 20____, I delivered a copy of the Summons and Complaint to the Defendant.



**ERIC
BUCHANAN &
ASSOCIATES, PLLC**
Attorneys at Law

FILED
10:20 a
MAY 27 2010
RHONDA J. COOLEY
CIRCUIT COURT CLERK
BY 5 D.C.

CV-178

Eric L. Buchanan*
*Licensed in Tennessee
and Georgia*

R. Scott Wilson*
Licensed in Tennessee

D. Seth Holliday*
*Licensed in Tennessee
and Illinois*

To Whom It May Concern:

I, Julie Howard, certify that I have served the Summons together with the Complaint as follows:

On May 12, 2010, I delivered a copy of the Summons and Complaint to the Defendant, Hartford Life and Accident Insurance Company, by and through, the Tennessee Department of Commerce and Insurance at 500 James Robertson Parkway, Suite 660, Nashville, TN 37243-1131, via certified mail return receipt number 7155 5474 4100 8701 9217.

Julie Howard
Signature

Julie Howard
Print Name

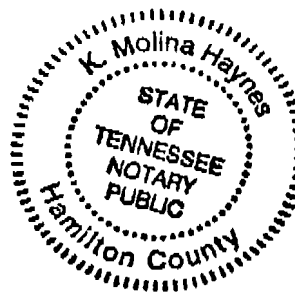
5-24-2010
Date

SUBSCRIBED and SWORN to

Before me this 24th day of May, 2010.

K. Molina Haynes
Notary Public

My Commissioner Expires 6/5/12



* Certified as a Social Security Disability Specialist by the Tennessee Commission on Continuing Legal Education and Specialization

414 McCallie Avenue • Chattanooga, Tennessee 37402
telephone (423) 634-2506 • fax (423) 634-2505 • toll free (877) 634-2506
www.buchanandisability.com

Eric Buchanan & Associates, PLLC
414 McCallie Avenue
Chattanooga TN 37402

PS Form 3800 2/04

CERTIFIED MAIL



COMPLETE THIS SECTION ON DELIVERY

A. Signature: (☐ Addressee or ☐ Agent)

U.S. Postal Service
Certified Mail Receipt

ARTICLE NUMBER
7155 5474 4100 8701 9217

ARTICLE ADDRESS TO:

Hartford Life and Accident Insurance Company
by and through Commissioner of TN Dept
of Commerce and Insurance
500 James Robertson Parkway Suite 650
Nashville TN 37243-1121

FEES

Postage per piece	\$1.22
Certified Fee	2.80
Return Receipt Fee	2.30
Total Postage & Fees:	\$6.32



Handled
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CRONIN, S

STATE OF TENNESSEE	COURT (Must be completed) <i>Circuit</i>	COUNTY (Must be completed) <i>McMinn</i>
SUMMONS		<i>54cc1</i> file no. <i>2010-CV-178</i> (Must be completed)
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Plaintiff (Name: First, Middle, Last) <i>Stacy Cronin</i>		Defendant (Name: First, Middle, Last) <i>Hartford Life and Accident Insurance Company</i>

TO: The Defendant Named Above

☐ [Alternative 1: residence address]

☐ [Alternative 2: employer's name and address]

☒ [Alternative 3: other suitable address]

*Hartford Life and Accident Insurance Company
by and through Commissioner of TV Department
of Commerce and Insurance, EDO James Robertson
Parkway, Suite 160 Nashville TN 37243-1121*

You are hereby commanded to answer and make defense to a Complaint which has been filed in this case. Your defense to this Complaint must be filed in the office of the clerk of this court on or before 30 days after service of this Summons upon you. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

WITNESSED and issued this 7th day of May
20 10

Rhonda Cooley, Circuit Court Clerk

Name and Title of Clerk

By

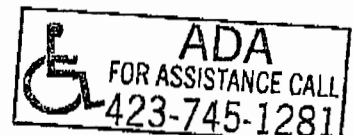
Glenn Christian

Deputy Clerk

Received this _____ day
of _____, 20 _____

/s/

Deputy Sheriff



STATE OF TENNESSEE

COUNTY OF McMinn

I certify that the foregoing is a true and correct copy of the original Summons issued in this case.

Rhonda Cosby, Circuit Court Clerk

Name and Title of Clerk

By

Gene Chummi

Deputy Clerk

OFFICER'S RETURN

I certify that I have served this Summons together with the Complaint as follows:

On _____, 20____, I delivered a copy of the Summons and Complaint to the Defendant.

**IN THE CIRCUIT COURT OF MCMINN COUNTY, TENNESSEE
AT ATHENS**

STACY CRONIN,

Plaintiff,

v.

**HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY,**

Defendant.

JURY DEMAND

54cc1
NO.: 2010- CV - 178

FILED
12:02 PM
MAY 07 2010
RHONDA J. COOLEY
CIRCUIT COURT CLERK
BY *[Signature]* D.C.

COMPLAINT

COMES the Plaintiff, Stacy Cronin (hereinafter "Plaintiff"), by and through the undersigned counsel of record, and hereby brings the following Complaint against Defendant Hartford Life and Accident Insurance Company (hereinafter "Hartford"), stating as follows:

PARTIES

1. At all relevant times Plaintiff was and is an adult resident of McMinn County, Tennessee.
2. Plaintiff alleges upon information and belief that Defendant Hartford is an insurance company authorized to transact the business of insurance in this state.
3. Defendant Hartford is the underwriter of and/or insurer of a disability insurance policy issued to Plaintiff, said policy having, inter alia, the following identifying characteristic: Policy No. GLT034714 (hereinafter "Policy").
4. Defendant Hartford may be served with process by serving the Commissioner of the Tennessee Department of Commerce and Insurance, 500 James Robertson

Parkway, Suite 660, Nashville, Tennessee 37243-1121.

JURISDICTION AND VENUE

5. This is an action for damages for failure to pay benefits under an insurance policy and other related claims over which this court has jurisdiction.
6. Venue is proper in McMinn County, Tennessee.

FACTS

7. At all relevant times Plaintiff was employed by a State of Tennessee Board of Regents at Cleveland State Community College ("CSCC").
8. While Plaintiff was employed by CSCC, CSCC purchased a disability insurance Policy from Defendant Hartford.
9. Plaintiff applied for coverage, was accepted, and was thereafter covered under said Policy with an effective date listed as July 1, 2006.
10. Plaintiff's employment at the time the Policy was issued and at the time she became disabled was as a Transcript Analyst for CSCC.
11. All premiums have been paid and Plaintiff has satisfied all the requirements for coverage under the above Policy, which is a contract for insurance.
12. Plaintiff, while covered under the Policy, suffered from and/or developed, inter alia, Chronic Daytime Sleepiness, Severe Abdominal, Pelvic, and Lumbar Pain, Sleep Apnea, Migraines, Chronic Urinary Retention Problems, and Gastro-Esophageal Reflux Disorder, on or about June 9, 2009, or thereafter, which caused then and/or subsequently, inter alia, pain, fatigue, physical restrictions and/or limitations, and problems with concentration or memory, all of which interfered with her ability to work, and ultimately caused her to become disabled.

13. On or about June 9, 2009, Plaintiff's medical condition caused her to have a complete inability to perform the essential duties of her occupation, at which time she suffered a significant loss of earnings.
14. Since on or about June 9, 2009, Plaintiff has had a complete inability to perform the essential duties of any occupation such that she has been unable to earn any income.
15. On or about August 19, 2009, Plaintiff applied for benefits under the Policy by submitting an insured's statement and, thereafter, by submitting, inter alia, numerous attending physician statements and medical records pursuant to the requirements of the Policy.
16. On January 11, 2010, Defendant Hartford sent Plaintiff a letter explaining that it had denied coverage on her claim.
17. On November 30, 2009, Plaintiff sent Hartford a letter indicated that if benefits were not paid pursuant to the policy within 60 days then Plaintiff would seek penalties under Tennessee Bad Faith Statute, Tenn. Code Ann. § 56-7-105 and/or under any other relevant bad faith or similar state statute
18. Plaintiff has not received the full requisite of benefits due under the Policy.

COUNT ONE

TENNESSEE BREACH OF CONTRACT

Plaintiff incorporates the allegations contained in paragraphs 1 through 18 as if fully stated herein and further states that:

19. Under the laws of the State of Tennessee, Plaintiff was covered under the Policy and said Policy constitutes a contract for insurance coverage.

20. Under the laws of the State of Tennessee, Plaintiff made a valid and timely claim for benefits under terms of the Policy and Defendant has refused to pay.
21. Under the laws of the State of Tennessee, all premiums have been paid and Plaintiff has met all other conditions precedent to have a valid contract for insurance coverage and has satisfied the terms of the contract entitling her to benefits under the contract.
22. Under the laws of the State of Tennessee, Defendant has breached, and continues to breach, its contractual duties under the insurance Policy by failing and refusing to pay the full requisite of benefits owed the Plaintiff and by failing to perform its duties as set out in the contract.
23. Under the laws of the State of Tennessee, as a direct and proximate result of Defendant's breach, Plaintiff has suffered, and continues to suffer, substantial damages as previously set forth above.

COUNT TWO

VIOLATION OF THE TENNESSEE CONSUMER PROTECTION ACT

TENNESSEE CODE ANNOTATED § 47-18-101 AND § 47-18-109.

Plaintiff incorporates the allegations contained in paragraphs 1 through 23 as if fully stated herein and says further that:

24. Tennessee Code Annotated § 47-18-109 provides a private right of action to any person who suffers an ascertainable loss of money or property as a result of the use or employment by another person of an unfair or deceptive act or practice declared unlawful by the Consumer Protection Act.
25. The acts which are prohibited under the Consumer Protection Act are listed in

Tennessee Code Annotated § 47-18-104. In addition to the specifically prohibited acts, Tennessee Code Annotated § 47-18-104(b)(27) is a catch-all provision prohibiting all practices which are deceptive or unfair to customers.

26. By ignoring the terms of the disability insurance contract and by giving the Plaintiff inadequate or misleading information about her claim, the Defendant has acted unfairly and deceptively.

27. As a direct and proximate result of the Defendant's conduct, Plaintiff has suffered and continues to suffer monetary loss and damages.

28. Through its handling of the Plaintiff's claim, the Defendant has willfully and knowingly violated the Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101 et seq., entitling Plaintiff to treble damages.

COUNT III

TENNESSEE BAD FAITH FAILURE TO PAY CLAIM

Plaintiff incorporates the allegations contained in paragraphs 1-28 as if fully stated herein and further states that:

29. At all times relevant to the matters alleged herein, Defendant was under a duty to use good faith in the handling of Plaintiff's claim.

30. Plaintiff's claim for benefits is due and payable and Plaintiff's application was filed on or about August 19, 2009, which constitutes a formal demand for payment, and Defendant has either failed or refused to pay further benefits.

31. Defendant impeded a legitimate and well-supported claim for benefits, which clearly shows an intent not to honor the terms of the Policy.

32. Defendant acted in bad faith in denying benefits to Plaintiff or in failing to timely

make a decision on Plaintiff's claim.

33. As a direct and proximate result of Defendant's actions in handling this claim, Plaintiff has suffered, and continues to suffer, monetary loss and damages, including the need to hire an attorney to enforce the terms of a contract for insurance.

34. Because Defendant did not act in good faith in denying Plaintiff's claim for benefits, Defendant is liable under Tennessee Code Annotated § 56-7-105(a) for additional damages in an amount up to 25% of liability.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant her the following relief in this case:

That the Court enter judgment in favor of Plaintiff and against Defendant and that the Court order Defendant to perform its obligations under the contract for insurance and to pay past due benefits to Plaintiff in an amount equal to the contractual amount of benefits to which she is entitled.

That the Court order Defendant to pay Plaintiff prejudgment interest in all benefits that have accrued prior to the date of judgment;

That the Court order Defendant to pay Plaintiff prejudgment interest on all benefits that have accrued prior to the date of judgment;

That the Court order Defendant to continue paying benefits to Plaintiff until such time as she no longer qualifies for continuation of benefits.

That the Court order Defendant to pay treble damages pursuant to Tennessee Consumer Protection Act, Tennessee Code Annotated § 47-18-101 et seq.;

That the Court order Defendant to pay an additional 25% of the contractual liability for bad faith handling of the claim, pursuant to Tennessee Code Annotated § 56-7-105(a);

That the Court order Defendants to pay Plaintiff's attorneys' fees and costs under applicable law, and,

That Plaintiff recover any and all other relief to which she may be entitled. Plaintiff further demands a jury to hear her case.

Dated this 6th day of May 2010.

Respectfully submitted,

ERIC BUCHANAN & ASSOCIATES, PLLC
ATTORNEYS FOR PLAINTIFF

BY: 

D. Seth Holliday (#023136)
414 McCallie Avenue
Chattanooga, Tennessee 37402
(423) 634-2506
(423) 634-2505 (fax)